IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD

(Special Original Jurisdiction)

MONDAY, THE TWENTY NINTH DAY OF NOVEMBER
TWO THOUSAND AND FOUR

PRESENT

THE HON'BLE MR JUSTICE L.NARASIMHA REDDY

-

WRIT PETITION NO : 21507 of 2004

Between:

Kunchala Kondaiah S/o.K.Narasimham
R/o. Abhyudayanara, Addanki,
Prakasam District.

... PETITIONER

AND

1 The Prakasam Dist Co-op Central Co-Operative Bank

Ltd., rep. by its General Manager, Ongole, Prakasam

District.

2 The Manager P.D.C.C.Bank
Addanki, Prakasam District.

...RESPONDENTS

Petition under Article 226 of the constitution of India praying that in the circumstances stated in the Affidavit filed herein the High Court will be pleased to Issue a writ order or direction more one in the nature of Writ of Mandamus declaring the action of the respondents in not intimating the loan amount which the petitioner have to pay to the respondents towards discharging under One Time Settlement scheme as illegal arbitrary and violative of principle of natural justice and consequently direct the respondents to intimate the petitioner the exact loan amount which has to paid by him under One Time Settlement Scheme to wards discharging the loan outstanding to his credit so as to enable him to pay 25% of the due amount on or before 31-12-2004 as per the guidelines of the scheme and pass such other order or orders as deem fit and proper.

Counsel for the Petitioner: MR.G.V.L.MURHTY

Counsel for the Respondents: G.P for Cooperation:

The Court made the following:

ORDER:

The petitioner secured some amount of loan from the first respondent. Steps have been taken against the petitioner for recovery of the same. At one point of time, the petitioner was intimated that he can avail the benefit of one time settlement, to liquidate his liability. The grievance of the petitioner is that inspite of request, he has not been informed of the exact amount to be paid towards one time settlement. He seeks appropriate directions in this regard.

2. On behalf of the respondents, a counter affidavit is filed stating *inter alia* that the liability of the petitioner as on 02.08.2004 is Rs.12,94,244/-, and a sum of Rs.7,43,000/- was recovered by conducting sale of the mortgaged property on 02.08.2004. It is stated that the benefit of one time settlement is not available to the petitioner.

3. Heard learned counsel for the petitioner and the learned Standing counsel for the respondents.

4. The limited relief claimed by the petitioner is about his entitlement to be informed of the amount to be paid by him towards one time settlement. The contention raised on behalf of the respondents, that the petitioner is not entitled for the benefit of one time settlement at all, does not appear to be correct. After conducting sale of the mortgaged property on 02.08.2004, the respondents addressed a letter, dated 27.9.2004, intimating the petitioner that he is entitled for the benefit of one time settlement. Therefore, what remains to be undertaken is to work out the amount to be paid by the petitioner, in case he intends to avail the benefit of one time settlement.

5. Therefore, the writ petition is disposed of directing respondents 1 and 2 to indicate the amount to be paid towards one time settlement, in accordance with the relevant

scheme and till such step is taken, no coercive measure shall be effected against the petitioner. This order, however, does not effect the sale, which was already conducted. There shall be no order as to costs.

Sd/-

ASSISTANT REGISTRAR

Dated: 29th November 2004

RAR

To

1 The Prakasam Dist Co-op Central Co-Operative Bank

Ltd., rep. by its General Manager, Ongole, Prakasam

District.

2 The Manager P.D.C.C.Bank
Addanki, Prakasam District.

3 2 CCs to G.P for Cooperation, High Court Buildings, Hyd.(OUT)

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